

TSF - 413

A G R E E M E N T

This agreement, made this 12<sup>th</sup> day of July, 1960, between Millard R. Seldin, a single man, hereinafter referred to as "Owners" (whether one or more), and the MAGNOLIA PIPE LINE COMPANY, a corporation organized and existing under the laws of the State of Texas, hereinafter referred to as "Magnolia",

## W I T N E S S E T H:

WHEREAS, on the 28th day of February, 1941, Martha G. Cryer, a Widow, and Elizabeth Cryer Kent, a widow, executed in favor of Socony-Vacuum Oil Company, Inc., Magnolia's predecessor, a right of way agreement for pipe lines and other purposes across certain lands situated in Douglas County, Nebraska, said right of way agreement being recorded in Book 153 of Misc., Page 457, of the Register of Deeds' Office of Douglas County, Nebraska, reference to which is made for all purposes as if the same were copied herein; and

WHEREAS, the land originally included in said right of way agreement is now held in severalty and in separate tracts by various parties and whereas the present holder and owner of the following described land, to-wit:

SW/4 of Section 30, T15N, R12E, Douglas County, Nebraska has requested Magnolia to release the rights, privileges and easements granted to it by the above mentioned right of way agreement insofar as it covers all of the said SW/4 of Section 30, except for a strip of land hereinafter described, upon which pipe lines or other appurtenant property and equipment are now located.

NOW, THEREFORE, in consideration of the mutual benefits and obligations of the parties resulting from the covenants herein, the parties do hereby agree as follows:

(1) Magnolia hereby releases all its right title and interest held by it under the above described right of way agreement dated February 28, 1941, recorded in said Book 153 of Misc., Page 457, insofar as it covers the following described land, to-wit:

The SW/4 of Section 30, T15N, R12E, of the 6th P.M. in Douglas County, Nebraska, excepting therefrom a triangular tract of land more particularly described as follows:

Beginning at the Northeast corner of the SW/4 of Sec. 30, T15N, R12E, thence South 313' along the East line of said SW/4; thence Northwesterly 317' more or less to a point on the North line of said SW/4; thence East

50' to point of beginning, containing .180 acre more or less (as said excepted portion, which is retained herein by Magnolia is shown on the attached Print #A-1803 marked Exhibit "A", and by this reference made a part hereof).

(2) Owners hereby grant and convey unto Magnolia Pipe Line Company, its successors and assigns, the rights of way, easements and privileges to lay, repair, maintain, operate and remove pipe lines and replace existing lines with other lines, for the transportation of oil and gas, and the products thereof, water, or any other fluid or substance, together with such drips, valves, fittings, meters, and similar appurtenances as may be necessary or convenient to the operation of said lines, and to erect, repair and maintain, graphite and steel anodes and other devices for the control of pipe line corrosion, over, across and through the above described strip or corridor, with ingress and egress to and from the same, said rights of way, easements and privileges herein granted each being divisible and assignable or transferable in whole or in part, to have and to hold the same unto said Magnolia Pipe Line Company, its successors and assigns, for so long as used for the purposes aforesaid.

(3) It is expressly understood that except for existing easement rights, now owned by other parties, Magnolia Pipe Line Company, its successors and assigns, shall have an exclusive easement across and over said right of way strip except as provided in Paragraph Number 4 following. It is agreed that Owners, their successors or assigns, will permit no building, body of water, or other structure or obstruction to be placed upon said right of way strip, and that the dirt covering said pipe lines shall not be added to or removed without Magnolia's written consent.

(4) Notwithstanding any of the foregoing provisions, Owners, their heirs and assigns, may permit the construction, operation, repair and maintenance of utility lines, streets, roadways, or railroad tracts across (as distinguished from running lengthwise along) said right of way strip, and if said crossings are made, it is agreed that Owners, their heirs and assigns, shall reimburse Magnolia, or cause Magnolia to be reimbursed, for all the reasonable and necessary costs for labor and materials incurred by Magnolia in casing, lowering, or otherwise protecting said line for said crossings.

(5) Said right of way agreement dated February 28, 1941, and referred to above, shall remain in full force and effect except as amended hereby.

IN WITNESS WHEREOF, the parties hereto fix their signatures the day and date first above mentioned.

Consideration Less Than \$100.  
No Revenue Stamp Required

Milford R. Seldin

OWNERS

MAGNOLIA PIPE LINE COMPANY

By D. R. Ford  
Vice President

J.R.W.  
J.P.B.



ATTEST:

James R. Bill  
Assistant Secretary

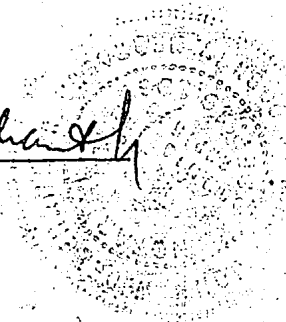
STATE OF Nebraska )  
COUNTY OF Douglas ) SS.

BE IT REMEMBERED, That on this 12 day of July, 1960, before me, the subscriber, a Notary Public in and for said County and State, personally came the within named Milford R. Seldin.

to me known to be the person named in, and who executed the within instrument, and to me ~~they~~<sup>he</sup> each acknowledged the execution of the same.

IN TESTIMONY WHEREBY, I have hereunto set my hand and seal the day and year last above written.

John W. Dellhanty  
Notary Public



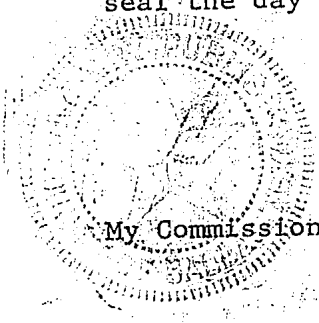
My Commission Expires: 9-16-60

STATE OF TEXAS )  
 ) SS.  
COUNTY OF DALLAS )

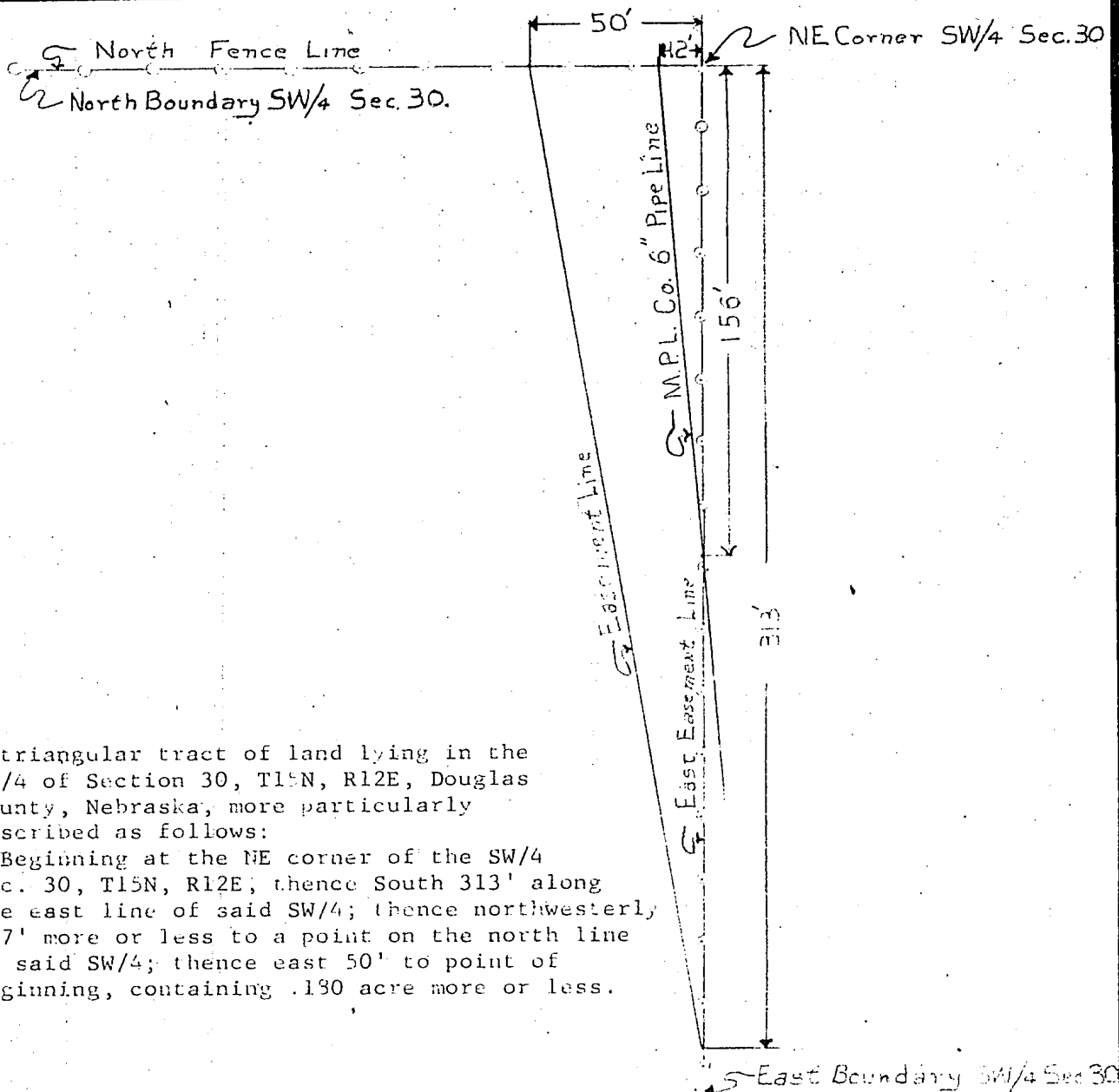
BE IT REMEMBERED, That on this 1st day of August, 1960, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared D. R. Ford, Vice President, of Magnolia Pipe Line Company, a Texas corporation, who is personally known to me, and to be the Vice President of said corporation and the same person who executed the foregoing instrument, and he duly acknowledged the execution of the same for and on behalf of and as the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Alvin H. Hickey  
Notary Public



My Commission Expires: \_\_\_\_\_



A triangular tract of land lying in the SW/4 of Section 30, T15N, R12E, Douglas County, Nebraska, more particularly described as follows:

Beginning at the NE corner of the SW/4 Sec. 30, T15N, R12E; thence South 313' along the east line of said SW/4; thence northwesterly, 317' more or less to a point on the north line of said SW/4; thence east 50' to point of beginning, containing .180 acre more or less.

EXHIBIT "A"

# MAGNOLIA PIPE LINE COMPANY

PIPE LINE EASEMENT

SEC. 30, T15, R12E, DOUGLAS COUNTY, NEBRASKA

ENGINEERING DEPARTMENT

WICHITA, KANSAS

PROJ. NO.	DR. JFF	CH.	CH.	APP.	DATE 7-6-60
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SCALE 1" = 50'	<b>No. A-1803</b>
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1. ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA. 15 DAY Aug 60 AT 9:00 A.M. THOMAS J. O'CONNOR, REGISTER OF DEEDS 4-25